

Panaji, 16th May, 2013 (Vaisakha 26, 1935)

SERIES II No. 7

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are four Extraordinary issues to the Official Gazette, Series II No. 6 dated 09-05-2013 as follows:-

- 1) Extraordinary dated 9-05-2013 from pages 165 to 166 regarding Corrigendum from Department of Elections (Goa State Election Commission).
- 2) Extraordinary (No. 2) dated 10-05-2013 from pages 167 to 168 regarding Addenda from Department of Finance (Revenue & Control Division).
- 3) Extraordinary (No. 3) dated 13-05-2013 from pages 169 to 172 regarding Notification & Notices in Form No. 2 from Department of Elections (Goa State Election Commission).
- 4) Extraordinary (No. 4) dated 14-05-2013 from pages 173 to 174 regarding Notification from Department of Elections (Goa State Election Commission).

GOVERNMENT OF GOA

Department of Animal Husbandry & Veterinary Services

Directorate of Animal Husbandry & Veterinary Services

Order

No. 2/2/79-AH (Part)/2013-14/800

Government is pleased to order the transfer and posting of the following Officers in the Directorate of Animal Husbandry & Veterinary Services to the stations as indicated against each:

Sr. No.	Name of the officer	Present posting	New place of posting
1	2	3	4
1.	Dr. Ramkrishna V. Jog, Assistant Director	Veterinary Dispensary, Dharbandora with additional charge of Anti-Mortem Cell, Goa Meat Complex, Usgao	Veterinary Dispensary, Gawane.

1	2	3	4
2.	Dr. Shirish Suresh Gaonkar, Veterinary Officer	Veterinary Dispensary, Quepem	Veterinary Dispensary, Dharbandora, in place of Dr. Ramkrishna V. Jog with additional charge of Anti-Mortem Cell, Goa Meat Complex, Usgao.
3.	Dr. Ransley R. Caldeira, Veterinary Officer (contract basis)	Government Livestock Farm, Dhat-Mollem	Veterinary Dispensary, Quepem.

Dr. Ransley R. Caldeira, Veterinary Officer shall move first. They will be entitled for transfer TA/DA as per rules. However the joining time shall not be entertained in lieu of which, they would be afforded due credit of joining time to their earned leave account, except the officer at Sr. No. 3.

By order and in the name of the Governor of Goa.

Dr. B. Braganza, Director & ex officio Jt. Secretary (AH).

Panaji, 10th May, 2013.

Department of General Administration

Notification

No. 2/2/2010-GAD-III

The Government of Goa hereby declares Sunday, the 12th May, 2013 (22 Vaisakha, 1935) as a "Public Holiday" for the Offices situated within the limits

of Ponda Municipality and Sanquelim Municipality being the General Elections to the Municipal Councils of Ponda and Sanquelim. The aforesaid holiday shall be a "paid holiday", in addition to the holidays indicated in the Notification No. 2/2/2012-GAD-H dated 16-11-2012, published in the Official Gazette, Series II No. 34 dated 22-11-2012, to the establishments as detailed below:

1. Industrial workers who are residents of Ponda and Sanquelim Municipalities;
2. Daily wage workers of the Government Departments, Semi-Government and State Government Industrial Departments who are residents of Ponda and Sanquelim Municipalities;
3. Commercial and industrial workers of private establishments who are residents of Ponda and Sanquelim Municipalities;
4. Daily wage/casual workers who are residents of Ponda and Sanquelim Municipalities employed in any business, trade, industrial undertakings or any other establishments in the State of Goa.

By order and in the name of the Governor of Goa.

Harish N. Adconkar, Under Secretary (GA-I).

Porvorim, 10th May, 2013.



Department of Home

Home—General Division

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Order

No. 18/1/2013-HD(G)/1575

Government is pleased to constitute a Committee involving all the land based agencies for promulgating the Standard Operating Procedure (SOP) in the event of hijacking of a ship as follows:

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| 1) Chief Secretary | — | Chairman. |
| 2) Inspector General of Police | — | Member. |
| 3) Additional Secretary (Home) | — | Member. |
| 4) Commandant (JG),
INS Gomantak | — | Member. |
| 5) Superintendent of Police
(South) | — | Member. |

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|---|---|----------------------|
| 6) Dy. Superintendent of Police,
Panaji | — | Member. |
| 7) Addl. Commissioner, Customs
& Central Excise | — | Member. |
| 8) Asstt. Commissioner, Customs
& Central Excise | — | Member. |
| 9) Asstt. Commandant, Central
Industrial Security Force | — | Member. |
| 10) Dy. Collector & SDO,
Mormugao | — | Member. |
| 11) Dy. Collector & DRO,
Panaji | — | Member. |
| 12) Dy. Conservator, Mormugao
Port Trust | — | Member. |
| 13) Senior Superintendent
(Workshop & Traffic), River
Navigation Department | — | Member. |
| 14) Officer In-charge, Diving
Team (Goa), Coast Guard | — | Member. |
| 15) Dy. Director, Fisheries | — | Member. |
| 16) Dy. Director General of
Shipping (Tech) and
Surveyor In-charge
Mercantile Marine
Department | — | Member. |
| 17) Asstt. Director of Tourism | — | Member. |
| 18) Health Officer, Directorate
of Health | — | Member. |
| 19) Radio Officer, Captain of
Ports | — | Member. |
| 20) Under Secretary (Home-II) | — | Member
Secretary. |

By order and in the name of the Governor of Goa.

Neetal P. Amonkar, Under Secretary (Home).

Porvorim, 9th May, 2013.



Department of Labour

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Notification

No. 28/1/2013-Lab/177

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 23-01-2013 in reference No. IT/8/99 is hereby published as required by Section 17 of the

Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 16th April, 2013.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI-GOA

(Before Smt. Bimba K. Thaly, Presiding Officer)

Ref. No. IT/8/99

Shri Dnyaneshwar G. Shet,
S-1, Helekar Complex II,
Chinchwada, Chimbel,
Ribandar-Goa.

... Workman/Party I

V/s

The General Manager,
M/s. Hotel Goan Heritage,
Gaura Vaddo,
Calangute,
Bardez-Goa.

... Employer/Party II

Adv. Shri S. Chodneker present alongwith
Adv. Shri L. V. Palekar, for Party I.

Adv. Shri P. J. Kamat for Party II.

AWARD

(Passed 23rd January, 2013)

In exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (for short the Act), the Government of Goa by order dated 2-02-1999 bearing No. IRM/CON/(47)/97/567 referred the following dispute for adjudication by this Tribunal.

"(1) Whether Shri Dnyaneshwar G. Shet, Chief Accountant, could be construed as 'Workman', as defined under the Industrial Disputes Act, 1947 (Central Act 14 of 1947)?

(2) If answer to the above is in the affirmative then whether non-employment of Shri Dnyaneshwar G. Shet from 7-9-1996, amounts to unauthorised absence or refusal of employment?

In either case, to what relief said Shri Shet is entitled?"

2. Upon receipt of the reference, IT/8/99 came to be registered and registered AD notices issued

to both the parties. Upon service of notice, Party I filed the claim statement at Exb. 3, Party II filed the written statement at Exb. 4 and Party I then filed the rejoinder at Exb. 5.

3. In the claim statement, it is in short the case of Party I that he was appointed on probation as a Chief Accountant in Party II hotel and later was confirmed in writing as permanent staff and his last drawn salary is Rs. 6,375/- per month. It is stated that he was paid night duty allowances of Rs. 50/- per night and statutory bonus as and when due for payment. It is stated that he was operating a computer and making data entries and was performing the work assigned by his superior, that he was maintaining and keeping all the books of accounts and was assigned regular duty from 9.00 a.m. to 6.00 p.m. It is stated that the instructions to the staff working in accounts department were directly issued by the General Manager and even the leaves, compensatory off and exit passes of the staff working in Accounts department were sanctioned by General Manager. It is stated that on 7-9-96 the General Manager verbally advised Party I not to attend the duties w.e.f. 8-9-96 without assigning any reasons and upon Party I requesting him to issue a notice of termination or a letter assigning the cause of illegal termination, the General Manager refused alleging that he was above the rules. It is stated that the Party I verbally reported the matter to the Managing Director on 9-9-96 and thereafter from time to time but the Managing Director did not take action and as such Party I sent a registered letter dated 28-11-96 to the Managing Director alongwith the enclosures. It is stated that Party I also sent registered letters dated 6-1-97 and 12-2-97 as he did not receive reply to the letter dated 28-11-96. It is stated that the management replied his letter vide reply dated 8-2-97 and made unilateral payment of legal dues in full and final settlement including the payment of wages from 1-8-96 to 7-9-96, leave encashment and gratuity for four years. It is stated that such act of the employer is an unfair labour practice, unjust, bad in law and against the principles of natural justice. It is stated that no domestic enquiry was held by the management. It is stated that pursuant to the minutes of the meeting held on 30-6-97 before the Conciliation Officer, Party I reported for work on 1-7-97 but he was refused the employment and subsequently he informed of this fact to the General Manager vide letter dated 2-7-97. It is stated that Party I then received a letter dated 12-7-97 from the Managing Director to report at the Head Office and after he reported he was directed to file reply to that letter and accordingly

Party I replied vide letter dated 9-8-97. It is therefore prayed by the Party I to reinstate him with back wages and continuity of services and all other benefits due and payable to him, to pay interest @18% p.a. on outstanding amount and to compensate in respect of mental torture and inconvenience caused to Party I and his family members.

4. In their written statement Party II has denied the case set up by Party I and has stated that reference is not maintainable as there was no termination of services of Party I by Party II and also because Party I is not a Workman as defined u/s 2(s) of the Act. It is stated that Party I was appointed as Chief Accountant vide letter of appointment dated 14-7-92 in which his duties were specified. It is stated that the duties of the Chief Accountant of the company are of supervisory, administrative and managerial nature and as a Chief Accountant, Party I was heading the Accounts section of the company and had four employees directly working under him. It is stated that Party I being in the non-Workman category was representing Party II before various authorities such as Income Tax, Sales Tax, etc. and was also required to be "manager on duty" in the night, once in a week. It is stated that as a Chief Accountant the Party I was supervising the work of his subordinate staff and was checking the work done by them. It is stated that Party I was responsible to maintain liaison between that Accounts division and company's bankers, recommend leave of his subordinates, maintain discipline in his department and had authority to represent the company before various authorities. It is stated that Party I was responsible to finalize the Profit and Loss Account and Balance Sheet of the company and sign the same on behalf of the company and he was required to satisfy the auditors in respect of his department, if there were any queries. It is stated that the wages and the other benefits of the Party I and other executives were not the same as that of the categories of the Workmen. Thus, in short according to Party II, Party I does not fall under the definition of Workman under Section 2(s) of the Act. It is stated that Party I suddenly remained absent from work from 7-9-96 and did not turn up till 8-2-97 and therefore Party II by letter dated 8-2-97, sent the final settlement to Party I which dues were accepted by Party I. It is stated that thereafter Party I vide representation dated 2-5-97 raised a dispute before Dy. Labour Commissioner alleging illegal termination of services w.e.f. 7-9-96 in which Party II stated that Party I was free to report for work from 1-7-97 but Party I declined to report and stated that he would report only on the condition that he is

paid the wages for the intervening period. It is stated that Party I did not report for work even after 30-6-97 and according to Party II he is self employed from September, '96. Thus, amongst above and other grounds Party II has prayed to reject the reference.

5. In the rejoinder Party I has denied the contentions raised by Party II in the written statement.

6. In view of the averments of the respective parties, issues dated 11-6-07 at Exb. 21 were framed.

7. In support of his case Party I, Shri Dnyaneshwar Shet examined himself as witness No. 1 and closed the case. On behalf of Party II, Shri Tirthram Arondekar, Accountant of Party II and Mr. William D'Souza, the Personnel Assistant working with Party II, were examined.

8. Heard Lnd. Adv. Shri S. Chodneker for Party I and Lnd. Adv. Shri P. J. Kamat for Party II, Lnd. Adv. for Party II also filed written submissions which are on record.

9. I have gone through the records of the case and have duly considered the submissions made by both the Lnd. Advocates. I am reproducing herewith the issues alongwith their findings and reasons thereof:

Sr. No.	Issues	Findings
1.	Whether the Party I is a Workman as defined under Section 2(s) of the Industrial Disputes Act, 1947?	In the negative.
2.	Whether the Party II terminated services of the Party I w.e.f. 7-9-1996?	In the negative.
3.	Whether the termination of services of Party I by the Party II is illegal and unjustified?	Does not arise.
4.	Whether the Party I is entitled to relief as prayed for ?	In the negative.
5.	What award?	As per order below.

REASONS

10. *Issue No. 1:* Party I has stated that he is working with Party II from 1-8-92 as Chief Accountant; that he was confirmed in the service after about six months of his appointment and his last drawn salary was Rs. 6,375/- per month. He has produced copy of his appointment letter dated 14-7-92 at Exb. W1.

11. Party I has stated that he was performing general duty from 9.00 am to 6.00 pm and once in a week he was performing night duty. He has stated that he was given duty chart effective from 19-6-95 and he has produced the same at Exb. W2.

12. Party I has stated that vide circular at Exb. W3 the General Manager was required to sanction all the types of leaves mentioned therein and that the General Manager also used to give instructions to the staff from time to time. He has produced one of such statement issued by the General Manager at Exb. W4. According to Party I contents of clause 8 of Exb. W 1 wherein he was responsible to attend the assessment of Sales Tax, Luxury Tax were to ensure that the provisions of law applicable to the company are complied with and the same were repeated in the appointment letters of other staff and to this extent he has produced appointment letter dated 10-10-94 of one Mrs. Meena Prabhu at Exb. W5. By referring to this letter, he has stated that clause 9 of this letter is the same as clause 8 of Exb. W1, Party I has also stated that when he was on night duty, he used to record all the happenings in the night duty book and the General Manager used to take action on the notings made by him in the night duty book. He has stated that he was not authorized to take any action in the matter. Party I has stated that he was doing his job as per the instructions from the General Manager and he was not signing any cheques on behalf of Party II. He has stated that the bills drawn on Party II were approved by the General Manager and after approval it used to come for payment at which time he used to verify whether the amount was really payable to the party or not. He has stated that the instructions were given by the General Manager to the staff working in the Accounts department to write the books of accounts. He has stated that all the sales tax and sales tax assessment were being attended by him before the assessing authority under the authorization of the General Manager.

13. In his cross-examination Party I has stated that prior to joining the services of Party II, he was working with M/s. Fomento Resorts and Hotels Ltd. (Cidade Goa) as an internal auditor and thereafter with Bambolim Beach Resort as Chief Accountant. He has stated that he left the services of Bambolim Beach Resort because Party II offered him higher salary and not because he was offered higher position. He has stated that he accepted the terms and conditions of service mentioned in the appointment letter at Exb. W1. He has stated that in the Accounts department there was no other officer above him and upon being shown a letter dated 23-7-96 (Exb. E1)

written by him to the General Manager Party II, he has admitted that in this letter he has stated that all his subordinate staff namely Mrs. Meena Prabhu, Rohidas Joshi, Chandradas Volvoikar and Sanjeev Naik are reporting to the General Manager directly and has admitted that above persons were his subordinate staff. He has stated that as he found that the accounting standard adopted by the earlier officers was not in tune with the accounting standards issued by the Accounting Standard Board of India, he made changes in the accounting procedure, as required and till he was in the service of Party II, he continued with the said procedure. As regards the bills which used to come to the accounts department for payment, he has stated that after it came to the account department the bill was forwarded to the General Manager for his approval and after approval it again used to come back to the account department where the dealing hand prepared the voucher and then the bill alongwith the voucher came to him. He has stated that he used to verify the bill/voucher and then used to send the same i.e. the bill, payment voucher and the cheque to the General Manager for his signature.

14. Upon being shown Exb. E1, he has admitted that he has stated in this letter that normally it is the duty of the Chief Accountant to verify the authenticity of the voucher, before the same is passed for payment. He has stated that as Chief Accountant, he was the custodian of hotel funds. He has stated that he was not the member of the Union, which was functioning in the hotel. He has stated that he was not paid wages as per the settlement signed by the management with the Union. Upon being shown the returns-cum-challans of tax payable by a hotelier under the Goa Tax on Luxuries (Hotels and Lodging Houses) at Exb. E2 colly, the returns of sales of tax at Exb. E3 colly and the returns filed under Central Sales Tax Rules, 1973 at Exb. E4 colly, he has admitted that the same are prepared and signed by him. Upon being shown the notice of assessment dated 20-10-97 at Exb. E5 and order of assessment at Exb. E6 colly, he has stated that as per Exb. E5, he has attended the office of sales tax on behalf of Party II and as per Exb. E6 colly he attended the authorized officer in respect of the sales tax, though according to him he had attended the sales tax officer on authorization by General Manager, which was given to him being the Chief Accountant of Party II. He has admitted of having sanctioned leave to Mr. Johnny Godhino as per leave application dated 11-8-95 at Exb. E7 and has admitted of having sanctioned leave to Sanjeev Naik and Antonio D'Souza as per the applications at Exb. E8 colly. He has also admitted of having issued note

dated 20-3-93 at Exb. E9 to the front office. Further, he has admitted of having written letter dated 11-3-94 at Exb. E10 to Luxury Tax Officer, Panaji, letter dated 29-3-94 at Exb. E11 to Dy. Controller Exchange, Control Department, Reserve Bank of India, Panaji on behalf of Party II, letters dated 5-8-96 and 12-5-96 alongwith returns pertaining to RLM-3 at Exb. E12 to Dy. Controller, Reserve Bank of India, Exchange Control Department, Panaji, Goa. He has admitted of having authorized the journal voucher dated 31-3-95 alongwith the supporting documents, at Exb. E13, prepared by the clerk of his department, and has stated that the bills annexed to the vouchers are verified and approved by him for payment. He has stated that the amount mentioned in Exb. E 13 was paid after his approval. He has stated that the journal voucher (4 in number) at Exb. E15 colly are prepared by the clerk, authorized by him so also verified and approved for payment by him.

15. Shri Tirthram Arondekar has been examined by Party II to bring on record the fact that he is presently an accountant with Party II and has been appointed in the place of Party I though he has been given the designation as an accountant. He has stated that Party I was the head of the accounts department and had four subordinate employees working under him. He has stated that the post of Chief Accountant is superior to his post and that the said post and his post are the managerial, administrative, and supervisory posts. He has stated that as an accountant, he is the custodian of hotel funds and his authority is final in the department. He has stated that the manager on night duty has full powers to take decision in matters in that night if anything happens in the hotel. According to him as a Chief Accountant Party I was supervising the work of his subordinate staff, had the responsibility of supervising and checking the work done by his subordinate, was responsible to maintain the proper liaison between the accounts division and the company's bankers, recommend the leave, increments in wages of his subordinates etc.

16. In his cross-examination he has made it clear that Party I had remained absent from June, 1996. He was shown a circular dated 14-8-95 (Exb. W9) sent by the General Manager to the accounts department wherein the staff members whose names are mentioned in the circular were informed that they should voluntarily remain home for thirty days effective from 15-8-95 and he has admitted the same. He was also shown a circular dated 18-10-95 (Exb. W10) issued by General Manager of Party II in which administrative staff are advised not to leave their work place before 6 p.m. and he has stated that the

work of Party I figures at Sr. No. 1 alongwith other staff. He has stated that the leave of the staff is sanctioned by HOD and subsequently the same is sent to the General Manager for his approval. He was shown a circular dated 9-5-95 (Exb. W3) signed by the General Manager and issued to all the departments stating that all the leaves, compensatory off and exit passes of all staff shall be sanctioned by General Manager and he has admitted the same.

17. He has stated that the leave application at Exb. E7 is not in prescribed proforma and that the leave applications at Exb. E8 colly are in prescribed proforma. He has stated that the leave applications at Exb. E8 colly do not bear signatures of sanctioning authorities. He has stated that vide circular at Exb. W3 the General Manager has directed all the concerned not to sanction leave applications except by himself. He has stated that Party I was subordinate to General Manager and Chairman. According to him appointment letter given to Mrs. Meena Prabhu was identical to the one given to Party I. He has stated that Party I was not responsible for disbursement of wages. He has stated that only the General Manager was the superior authority in the hotel management.

18. Mr. William D'souza has stated that there are eight departments in the hotel and each department has its head who is entrusted with the supervision and administrative work of his department. He has stated that the executives/officers being non-Workmen are not the members of the Union of the Workmen and are not paid as per the wage settlement with the Union. He has stated that night duty as manager on duty is not allotted to Workman category. He has stated that the post of chief accountant is superior to the post of accountant. According to him all the employees in the accounts department were subordinate to Party I.

19. In his cross-examination he has stated that the notice of assessment at Exb. E5 and E6 colly are not signed by Party I and that he was authorized to appear for hearing before Luxury Tax Officer. According to him Party I could not have appeared before the Tax Officer without such authorization. As regards the leave application at Exb. E7 this witness has stated that it is not the normal leave form used by hotel/company.

20. Lnd. Advocate for Party I invited my attention to clauses 6 and 7 of the appointment letter at Exb. W1 wherein as a Chief Accountant Party I was to deploy, supervise the staff working under him efficiently and effectively and maintain high

standard of discipline in the department and so also was to be held responsible through his subordinate to maintain and keep all books of accounts in upto date form and was responsible to file all statutory returns within due date stated that all the above duties are of clerical nature and not managerial nature. He also stated that Party II has not adduced evidence to indicate that Party I was to perform the above duties in the managerial or supervisory capacity. He then invited my attention to clause 11 of Exb. W1 wherein duty was cast upon Party I to perform all the work assigned to him by his superiors and he was also required to carry out any other work ancillary and incidental to his job which may arise from time to time. Thus, according to him Party I was non other than a glorified clerk.

21. By referring to Exb. W2 Lnd. Adv. for Party I stated that every decision that was being taken was under the authority of General Manager and therefore according to him no supervisory/managerial or administrative duty was cast on Party I. He relied on the judgment in the case of **Union Carbide (India) Ltd. v/s D. Samuel and Ors. 1998(80) FLR 685** in which after considering various judgments it is observed that a supervisor other than one who is not excising by nature of duties attached to the officer or by reasons of powers vested in him functions mainly of a managerial nature must exercise supervisory functions and draw wages exceeding Rs. 1,600/- per month. The law has been summarized in this judgment as under:

(1) Designation is not material but what is important is the nature of work.

(2) Find out the dominant purpose of employment and not any additional duties the employee may be performing.

(3) Can he bind the company/employer to some kind of decisions on behalf of the company/employer.

(4) Has the employee power to direct or oversee the work of his subordinate.

(5) Has the power to sanction leave or recommend it.

(6) Has the power to appoint, terminate or take disciplinary action against the Workman.

In this judgment certain other tests, apart from the one laid down by the Apex Court are stated as under:

(a) Whether the employee can examine the quality of work and whether such work is performed in satisfactory manner or not.

(b) Does the employee has the powers of assigning duties and distribution of work.

(c) Can he indent material and distribute the same amongst the Workman.

(d) Even though he has no authority to grant leave does he have power to recommend leave.

(e) Are there persons working under him.

(f) Has he the power to supervise the work of men and not merely machines.

(g) Does he mark the attendance of other employees.

(h) Does he write the confidential reports of his subordinates.

It is also held in this judgment that the above tests are not the only tests and there can be a situation where there may be other tests to indicate whether the person is doing supervisory work or not.

22. Lnd. Advocate for Party I also relied on the judgment in the case of **Punjab Co-operative Bank Ltd. v/s R. S. Bhatia (dead) through L.R. AIR 1975 SC 1898** to indicate that there has to be document to show any entrustment of managerial or administrative duty while the concerned employee works as a mere accountant.

23. He also relied on the judgment in the case of **Aloysius Nunes v/s Thomas Cook India Ltd. 2000 LLR 1147** again to contend that nature of work done by the employee is material to find out whether the work is of managerial or administrative nature.

24. He relied on the judgment in the case of **South Indian Bank Ltd. v/s Chacko (A.R.) 1964 1 LLJ SC 20** the observations in which indicate that the accountants who are only senior clerks doing higher type of clerical work involving an element of supervision over other clerks, as part of their duty, are to be regarded as Workman.

25. He then relied on the judgment in the case of **Vinayak Baburao Shinde v/s S. R. Shinde and Ors. 1985 HC 318** in which it is observed that the word "supervise" means to oversee i.e. to look after the work done by other persons. It is also held in this case that the supervisor is distinguished from a manager in as much as he has no powers to command others to do a particular work.

26. He then relied on the judgment in the case of **D. P. Maheshwari v/s Delhi Administration and Ors. AIR 1984 SC 153** in which it is held that entire evidence on record has to be considered to give a positive finding on the status of the employee.

27. He also relied on the judgment in the case of **K.H. Pandhi v/s Presiding Officer, Additional Labour Court and Anr. 2004(2) L.L.N. 65** in which

after considering various High Court and Supreme Court judgments it is held that nature of duty performed by employee determines whether he is a 'Workman' or not and not his designation.

28. He also relied on the judgment in the case of **Shri Sudhir Kumar v/s M/s. Ferro Alloys Corpn. Ltd. 1992 LLR 422** inviting my attention to the difference between 'recommending' and "sanctioning" of leave.

29. On the other hand Lnd. Advocate for Party II by referring to the cross-examination of Party I and also to the documents produced through him, submitted that the main duties of Party I as per Exb. W1 were of supervisory, administrative and managerial nature and in such capacity Party I was in a position to bind his employer viz-a-viz his acts. He also stated that what has to be seen is the nature of substantial part of the work which the Party I had to perform and that if the principle job of the employee is to overcome the work of employee who are on the lower ladder in the hierarchy and has some sought of independent discretion and judgment, such employee would fall in the category of supervisor. Thus, according to him in the light of the evidence brought on record in the cross-examination of Party I he has to be excluded from the definition of the 'Workman'. He relied on the judgment in the case of **Ganesh Prasad Pandey v/s K.W. Thakre and Anr. 1999 1 CLR 78** in which it is observed that a supervisory may be contra distinguished from managerial and administrative work and so also a supervisor from manager and administrator. It is held that supervisor's predominant function is to see that work is done by the workers under him in accordance with the norms laid down by the management and he has no powers to take any disciplinary action.

30. He then relied on the judgment in the case of **Vinayak Baburao Shinde (cited supra)** to highlight that the word supervise means, supervision in relation to work or in relation to persons. He further relied on the judgment in the case of **John Joseph Khokar v/s B. S. Bhadange 1998 LAB I. C. 236** contending that when the supervision is over persons, the employee concerned is not a Workman but a supervisor.

31. He also relied on the judgment in the case of **Bombay Dyeing and Manufacturing Co. Ltd., Bombay v/s R.A. Bidoo and Anr. 1990 LAB I.C. 116** contending that 'supervision' means supervision over man and not over machine. It is held in this judgment that a person can be said to be a supervisor if there are persons working under him, over whose work he has to keep a watch; that he is that person who

examines and keeps a watch over the work of his subordinate and if they err in any way, to correct them and it is his duty to see that a work in an industrial unit is done in accordance with usual procedure.

32. Lastly he relied on the judgment in the case of **Standard Chartered Bank v/s. Vandana Joshi 2010 1 CLR 163** contending that Court has to examine the dominant nature of work or duties assigned to an employee to find out if he is a Workman or not.

33. Undoubtedly, in the letter of appointment of Party I at Exb. W1 the duties to be performed by him are mentioned however as argued by Lnd. Advocate for Party I by referring to the judgments cited above what is required to be seen is the nature of work performed by an employee and his designation is immaterial. Nonetheless, one cannot loose sight of the fact that Party I has admitted that he had accepted the terms and conditions of service mentioned in the appointment letter at Exb. W 1. It may be mentioned here that clauses 6, 7, 8 and 11 of Exb. W1 state the duties which Party I was required to perform as Chief Accountant and the same read as under:

6. You shall, as Chief Accountant, deploy, supervise the staff working under you, efficiently and effectively, and maintain high standard of discipline in the department.
7. You shall be responsible through your subordinates, to maintain and keep all books of accounts in up-to-date form. You shall also be responsible to file all the statutory returns within due date.
8. You shall be responsible to attend the assessment of Sales Tax, Luxury Tax and Income Tax and shall ensure that the provision of law applicable to the company are complied with.
11. You shall perform all the work assigned to you by your superiors and shall undertake to carry any other work ancillary and incidental to your job, which may arise from time to time.

34. Thus, in the situation pointed out above, it is equally the duty of the Court to examine the nature of work or duties assigned to Party I to find out if he is a Workman or not. This is more because it is nowhere urged by Party I that the duties, which were assigned to him vide Exb. W1 and the one, which were being performed by him were not the same. Thus, one has to go by the nature of duties and responsibilities associated with the job, particularly in the context of the fact that Party I has accepted the terms and conditions in Exb. W1.

35. No doubt, in his examination in chief Party I has tried to make out a case that the overall supervision was of General Manager (GM) and it is the GM who used to give instructions to the staff from time to time and whatever duty done by him was under the authorization of the GM, it is apparent from his cross-examination that in the accounts department there was no other officer above him so also that Mrs. Meena Prabhu, Rohidas Joshi, Chandrahas Volvoikar and Sanjeev Naik were his subordinate staff. It is therefore clear that Party I as Chief Accountant was exercising control over his above subordinate staff. From the very fact that after joining services Party I made changes in the accounting procedure because the accounting standard adopted by the earlier officers was not in tune with the accounting standard issued by the Accounting Standard Board of India, also gives an indication that Party I in his supervisory/managerial capacity could do the same because a clerk or a Workman could otherwise not make such changes in the accounting procedure. As regards the bills for payment, apparently after coming to the accounts department the same were forwarded to the GM for his approval and after approval they used to come to the accounts department where the dealing hand used to prepare the payment voucher and it was only then the bill alongwith voucher used to come to Party I who after verifying the same used to send the bill, the payment voucher and the cheque to the GM for his signature. Undoubtedly, GM is the signing authority and therefore merely because the bills were sent for signature of the GM, it would not mean that the GM exercised the overall authority on accounts department and this is because the entire settlement of the bills was otherwise done at the end of Party I. Even for that matter, in his letter dated 23-7-96 (Exb. E1) addressed to the GM, Party I has stated that normally it is the duty of the chief accountant to verify the authenticity of a voucher before the same is passed for payment. It is therefore clear from the above statement of Party I that the correctness of the voucher had to be checked by the chief accountant and it therefore follows that the bill, the payment voucher and the cheque were sent for the signature of the GM as a matter of procedure, GM being the signing authority. Even otherwise, it is not in dispute that GM is the overall in-charge of the hotel.

36. As regards identical clauses 8 and 9 in Exb. W1 and Exb. W5 which is the appointment letter issued to Mrs. Meena Prabhu, this by itself cannot be construed to mean that Party I is a Workman and this is because, admittedly Mrs. Meena Prabhu was working in the accounts department as the

subordinate of Party I and obviously in the absence of Party I, she had to perform the duties which were being performed by Party I. The very fact that as a Chief Accountant was the custodian of hotel funds goes to indicate that Party I was overall In-charge of the accounts section. Even otherwise, there is admission by Party I that under the GM there were executives who were the head of respective departments and in this context, it is worthwhile referring to the cross-examination of Shri Tirthram Arondekar wherein he has made it clear that allocation of work in the accounts department is done by HOD and if any staff is surplus the same has to be decided by the HOD. The above statements Shri Tirthram Arondekar are not denied by Party I. Thus, these statements make it clear that Party I was exercising supervisory/administrative powers in the course of his duties as chief accountant.

37. Exb. E W9 which is a circular dated 14-8-95 sent by GM to Accounts department on the subject of voluntarily remaining home for 30 days by some staff members whose names are mentioned therein effective from 15-8-95, is though signed by GM, the same is addressed to all the departments. As stated above, since GM is the overall in-charge of the hotel, apparently he has issued the same addressed to all departments the heads of which in turn exercise supervisory/managerial administrative control over their subordinates. With respect to the circular dated 18-10-95 at Exb. W10 shown to Shri Tirthram Arondekar and vide which the administrative staff are advised not to leave their workplace before 6.00 p.m. and in which name of Party I figures at Sr. No. 1 alongwith other staff, reading of this document gives a clear indication that GM has addressed the same to all the departments. No doubt, names of Party I and other staff from accounts department are found written in hand on this document, but no explanation has come on record from Party I who has sought to produce this document in the cross-examination of Shri Tirthram Arondekar, as to in what situation the names of staff and Party I were hand written on Exb. W10. This was required because it is otherwise clear from Exb. W10 that it was issued by GM to all the departments and also because it is not produced on record through Party I who would have been otherwise cross-examined on these documents.

38. Now coming to the circular dated 9-5-95 at Exb. W3 issued to all the departments and which states that all the leaves, compensatory off and exit passes of all the staff shall be sanctioned by GM, it is worthwhile referring to the leave application of Mr. Johnny Godhino at Exb. E7 and also to the leave applications of Mr. Sanjeev Naik and Mr. Antonio

D'Souza at Exb. E8 colly which are dated 11-8-95, 23-4-96 and 12-3-96 respectively. It may be mentioned here that Party I has sanctioned the leave of Mr. Johny Godhino and has recommended the leave of remaining two. Undoubtedly, the circular at Exb. W3 is dated 9-5-95 which means that the above leaves have been sanctioned and recommended in August, '95 and April/March, '96 which dates and year is much after issuance of Exb. W3. This otherwise indicates that despite issuance of Exb. W3, Party I had sanctioned/recommended the leaves of above named persons.

39. That apart, it is admitted by Party I that he was given night duty once in a week as per the duty chart sent to him on 18-6-95. In this context, Shri Tirthram Arondekar has made it clear that all the executives/ /officers including him, who were in managerial, administrative and supervisory category were allotted night duty (manager on duty) once in a week, to manage the hotel in the nights and that the manager on night duty has full powers to take decisions in the matter in that night, if anything happens in the hotel. According to Party I he had sanctioned leave at Exb. E7 when he was officer on night duty. Thus, this fact when read alongwith the above statements made by Shri Tirthram Arondekar fortifies the case of Party II that Party I falls in managerial, administrative and supervisory category. It is pertinent to note that Shri Tirthram Arondekar in his cross-examination has stated that Exb. E 7 is not in prescribed form whereas Exb. E8 colly are in the prescribed form, however, to my mind, and as rightly pointed out by Lnd. Adv. for Party II, the format of the leave form is not material as long as the contents in it, are clear.

40. No doubt, in the judgment in the case of **Sudhir Kumar (supra)** it is observed that power to sanction leave is different from power to recommend leave, but, to my mind, in the instant case and as discussed supra Party I has, both sanctioned and recommended the leave. Even for that matter, it becomes clear from the observations in the judgment in the case of **Ganesh Prasad (supra)** that while recommending the leave the HOD has to decide whether the employees working under him could be spared depending upon the load of work. Thus, in my view, though there is difference between 'sanctioning' and 'recommending', the responsibility cast on the person while putting both the above remarks is almost the same as for this purpose the concerned person has to exercise supervisory/managerial and administrative control. Even otherwise, it is one of the tests in terms of the judgment in the case of **Union Carbide (supra)** to find out if the person concerned is a Workman is

to see if he has power to recommend leave even though he has no authority to grant leave and in this case Party I has passed the above test.

41. Be that as it may, there is admission by Party I that returns-cum-challans of tax at Exb. E2 colly, returns of sales of tax at Exb. E3 colly, and returns filed under Central Sales Tax Rules, 1973 at Exb. E4 colly, are prepared and signed by him. Perusal of above documents reveal that there is nothing in them stating that Party I signed the same on behalf of his superiors and this itself indicates that submissions made by Party I to the concerned departments through these documents would bind the company viz-a-viz the respective departments. Similar is the case in respect of letter dated 11-3-94 at Exb. E10 dated 29-3-94 at Exb. E11 and letters dated 5-8-96 and 12-5-96 at Exb. E12 colly written by Party I to Luxury Tax Officer, Dy. Controller Exchange Control Dept. and Reserve Bank of India, though Party I has stated that he had written the same on behalf of Party II, there is nothing in these letters stating that Party I had filed the same on behalf of his superiors and further the submissions made in the same would directly bind Party II viz-a-viz the concerned departments. It may be mentioned here that one of the tests laid down in the judgment in the case of **Union Carbide (supra)** to find out if the person concerned is a Workman, is to see if he can bind the company to some kind of decisions on behalf of the company and discussion supra makes it clear that by his above acts, Party I has passed this test. That apart, the very fact that Party I signed as Chief Accountant and submitted these letters to the concerned departments, make it clear that he had authority to correspond with Government departments.

42. Even for that matter, it is admitted by Party I that as per the notice of assessment dated 20-10-97 at Exb. E5 and orders of assessment at Exb. E6 colly, Party I had attended the concerned offices, authorized officers and though according to him, he had attended the same upon authorization by GM, he has also stated that the authorization was given to him being the Chief Accountant of Party II. In the absence of production of a separate authorization other than the one authorizing him as Chief Accountant, it becomes clear that Party I as Chief Accountant has rightfully attended the aforesaid offices and this in turn makes it clear that Party I had authority to represent the company before various authorities. Being so, statement made by Mr. William D'Souza that Party I could not have appeared before

the Tax Officer without authorization, needs to be read in the above context.

43. As regards journal voucher dated 31-3-95 with supporting document, at Exb. E13, it is prepared by clerk from Accounts department, authorized by Party I and the bills annexed to the voucher are verified and approved for payment by Party I. Similar is the case with journal vouchers at Exb. E15 colly, which are authorized, verified and approved for payment by Party I. Though Lnd. Advocate for Party I by referring to the above documents submitted that such 'authorization' is only a clerical duty, it cannot be lost sight of the fact that Party I had authority 'to authorize and approve payments of bills' and this in turn makes it clear that Party I being the Chief Accountant had been exercising managerial and administrative control.

44. Coming to the statement of Party I that he was not the member of Union which was functioning in the hotel and that he was not being paid wages as per the settlement signed by the management with the Union, these aspects would definitely weigh in favour of Party II to say that Party I is a non-Workman.

45. In case of **Punjab Co-operative Bank (supra)** the respondent therein who was an accountant, used to sign the salary bills of the staff including himself and he used to submit these bills to the Head Office of the bank. It is observed that the accountant is supposed to sign the salary bills of the staff while performing duties of a clerk and that did not make him 'employed mainly in a managerial or administrative capacity'. The respondent herein had stated that during the period of his accounting as well as managership he conducted himself as an officer and the bank authorities also treated him as such. Thus, it is observed that no paper is produced to show any entrustment of managerial or administrative duty to the respondent, while he was working as mere accountant.

46. Viz-a-viz above, Party I in the instant case is a Chief Account having Accounts Officer and Accounts Assistants as his subordinates and as pointed out above, there is convincing evidence to indicate that in his capacity Chief Accountant and HOD, Party I was exercising all the powers including verifying the authenticity of the vouchers, before they are passed for payment. As regards production of document to show entrustment of managerial and administrative duty, as observed in the judgment in the case of **Aloysius Nunes (supra)** nature of work done by the employee is material to find out whether the work is of managerial or administrative nature and the discussion in the preceding paras make it clear that the nature of work done by Party I was

managerial and administrative. Thus, the ratio in the judgment in the case of **Punjab Co-operative Bank (supra)** is of no assistance to Party I to prove his case.

47. Coming to the judgment in the case of **South Indian Bank (supra)** the respondent herein was a Sr. Clerk doing supervisory duties and there were accountants in the bank who were really officers. Thus, it is in this situation, the respondent was held as a Workman. The facts in this case are totally different from the facts in the instant case and therefore, the ratio in it cannot be imported in the instant case.

48. As regards the judgment in the case of **Vinayak B. Shinde (supra)** both the Lnd. Advocates have placed reliance on the same to highlight the meaning of the word 'supervise'. The observations in this judgment indicate that the word 'supervision' in Section 2(s) of the I.D. Act means supervision in relation to work or in relation to persons, which means that the said supervision can only be in relation to work. It may be mentioned here that the above ratio is also culled out in the judgment in the case of **John Joseph (supra)**. In the above context it is useful to refer to the observations in the judgment in the case of **Vinayak Shinde (supra)** that supervisor can only recommend the leave and not sanction or reject it, latter being within the jurisdiction of a manager. In the case in hand, discussion supra, indicate that Party I as HOD was supervising the work of his subordinate and as regards leave application he was doing both i.e. sanctioning as well as recommending the leave, thus exercising supervisory/managerial and administrative powers. Hence, this judgment cannot help Party I to prove his case and on the contrary it supports the case of Party II.

49. Even for that matter, the observations in the judgments in the cases of **Ganesh Prasad and Bombay Dyeing (both cited supra)** on the subject of managerial and administrative work, are on the same lines as that of the judgment in the case of **Vinayak B. Shinde (supra)** and the same support the case of Party II.

50. At any rate, since discussion supra makes it clear that Party I as Chief Accountant was performing the duties mentioned at clause Nos. 6, 7 and 8 of Exb. W1, which were his main duties, it can be safely concluded that all other duties which Party I was required to perform, as assigned by his superiors in terms of clause 11 of Exb. W1 would be the incidental duties. It also becomes clear from the above discussion that Party I was not performing any clerical work and that the nature of the work

explained by him, if properly understood, shows that it was almost wholly supervisory, managerial and administrative in character. Consequently, examining the dominant nature of work assigned and performed by Party I in terms of the judgment in the case of **Standard Chartered Bank (supra)**, Party I cannot be termed as 'Workman'. Hence, issue No. 1 is answered in the negative.

51. *Issue No. 2.* It is stated by Party I that his salary for the month of August, 96 was to be paid on or before 7-9-96 and when he went to collect the same, the personal department refused to pay and he was asked to approach the GM. He has stated that on the same day he met GM who refused to pay his salary and told him not to attend the duties. He has stated that he told the GM to give the reasons in writing as to why his salary was not being paid and he was not allowed to attend the duties, upon which GM told him that he was above the rules of the company and that Party I should leave the premises. He has stated that on 9-9-96, he approached the MD and told him all the facts but MD refused to take action and told him to submit his resignation letter, which he refused to do. He has stated that two months thereafter he wrote a letter dated 28-11-96 to the MD demanding the reason as to why his salary was held up and has produced the copy of this letter at Exb. W6. He has stated that since no reply was received by him, he wrote two registered letters dated 6-1-97 and 12-2-97 to the MD and has produced the copies of the same at Exb. W7 colly. He has stated that he then received a letter dated 8-2-97 from MD wherein a cheque for Rs. 8,540.15 towards the payment of his legal dues in full and final settlement, was enclosed. He has produced the copy of the said letter at Exb. W8. He has stated that Exb. W8 showed that his services were illegally terminated by Party II without holding any enquiry against him. In his cross-examination his above statements are denied and it is suggested that because he remained absent from work from 7-9-96 cheque for the above amount under letter at Exb. 8 was sent to him towards full and final settlement of his dues and that his services were not illegally terminated.

52. It may be mentioned here that except for the statement by Party I there is no convincing evidence on record to indicate that on 7-9-96 Party I approached the Personnel department and thereafter to GM who refused to pay his salary and thereafter on 9-9-96 Party I approached the MD and told him all the facts and that MD told Party I to submit his resignation letter, which Party I refused. Exb. W6 which is the copy of letter dated 28-11-96 is apparently written by Party I after more than two

months from 7-9-96. No reason has been assigned by Party I for not writing letter to MD immediately after 7-9-96 or 9-9-96. Thus, adverse inference deserves to be drawn against Party I on his statements of he approaching Personnel department and GM on 7-9-96 and MD on 9-9-96 and this in turn indicates that Party I remained absent from duty from 7-9-96 and it is due to this reason vide its letter dated 8-2-97 at Exb. W8, Party II sent final settlement of the Party I. This is more because, in the written statement Party II has denied the statements made by Party I referring to the dates 7-9-96 and 9-9-96.

53. Undoubtedly, in the letter at Exb. W8, there is nothing to indicate that the services of Party I have been terminated, though vide this letter full and final settlement of the legal dues of the Party I had been made. It is equally correct that in the letter at Exb. W6 dated 28-11-96 Party I did not request Party II to settle and pay the legal dues.

54. It is pertinent to note that in para 14 of the claim statement Party I has stated that meeting was held on 30-6-97 before the conciliation officer and pursuant to this he reported for work on 1-7-97 but he was refused employment and this fact specifying the sequence of events was intimated by him to GM vide registered letter dated 2-7-97 but no reply was received from the GM. In the written statement, Party II has denied the above averments and has stated that in the meeting of 30-6-97 when Party I was instructed to report for work immediately, he declined to do so. It is also the case of Party II that Party I never approached Party II on 1-7-97 or any time thereafter for reporting for work. As regards the letter dated 2-7-97, it is stated by Party II that its contents are after thoughts.

55. It may be mentioned here that the above averments made by Party I in para 14 of the claim statement are not stated by him before the Court, in his examination in chief. However, in his evidence Shri Tirthram Arondekar has stated that in the proceedings before the Dy. Labour Commissioner and Conciliation Officer on 30-6-97, Party II had informed that it did not terminate the services of Party I as alleged but Party I had absented from work from 7-9-96 and he was given option to report for work from the next day i.e. 1-7-97. Shri Tirthram Arondekar has further stated that Party I declined to report for work from 1-7-97 and stated that he would report for work only on the condition that he is paid the wages for the intervening period. The minutes of the conciliation proceedings are produced by Mr. William D'Souza at Exb. 29 and these minutes indicate that company offered Party I to report for duty from 1-7-97 which proposal was acceptable to Party I provided

he was paid wages for the intervening period which was not acceptable to the company as according to them there was no termination of services by the management.

56. I have already pointed out above that Party I has not deposed before Court that he had reported for work on 1-7-97 and that he was refused employment and thereafter he sent registered letter dated 2-7-97 specifying the sequence of events that occurred on 1-7-97. Thus, there is no evidence before the Court to believe that Party I had reported for work on 1-7-97. As regards the letter dated 2-7-97, the same has been brought on record by Party I in the cross-examination of Shri Tirthram Arondekar at Exb. 22. Shri Tirthram Arondekar has admitted that Exb. 22 was sent by Party I to Party II. To my mind, merely bringing on record Exb. 22 through the cross-examination of Shri Tirthram Arondekar would in no way establish the case of Party I that he had reported for duties on 1-7-97 but was refused employment. Things would be different if Party I in his evidence had deposed the above facts. Thus, I am of the view that there is no evidence before the Court to establish the correctness of the contents of Exb. 22. This being the case the only conclusion which could be drawn from the above facts, is that Party I did not report for work on 1-7-97 despite given the option by Party II to report for work from 1-7-97 and apparently this is because Party I had insisted upon payment of wages for the intervening period.

57. In the above context, Lnd. Advocate for Party II relied on the judgment in the case of **Competition Printing Press v/s Shriut Jaiprakash Singh & Anr. 2001 1 CLR 948** in which the Hon'ble High Court of Judicature at Bombay has observed as under:

"..... Lastly he could have accepted the offer of reinstatement made by the petitioner employer in the written statement even before the Labour Court. He could have made such an application to the Labour Court reserving his right to get back wages and join the employment without prejudice to the aforesaid right. The Workman did not do any such thing which leaves no manner of doubt that the Workman never intended to get employment under the petitioner. I have therefore absolutely no manner of doubt that the petitioner employer had not terminated the employment of the respondent Workman and that he himself had remained absent from employment from 10-11-89 and lodged a false complaint with the Government Labour Officer and continued the litigation vexatiously malafide to extract money from the employer if possible".

58. Applying the above observations to the instant case, the evidence in which indicates that Party I

did not report for work on 1-7-97 though was given such option by Party II, by making a claim of wages for the intervening period, it can be concluded that there was no termination of services of Party I by Party II with effect from 7-9-96 and this in turn leads me to believe the case of Party II that since Party I remained absent from duty from 7-9-96, Party II sent him the final settlement vide letter dated 8-2-97. Hence, my findings.

59. *Issue No. 3:* In view of findings on issue No. 2, this issue does not arise for my consideration.

60. *Issue No. 4:* In view of discussion supra, Party I is not entitled to any relief.

61. Hence the following

ORDER

1. It is hereby held that Shri Dnyaneshwar G. Shet, Chief Accountant, could not be construed as 'Workman' as defined under the Industrial Disputes Act, 1947 (Central Act 14 of 1947).
2. Party I, Shri Dnyaneshwar G. Shet is therefore not entitled to any relief.
3. No order as to costs.
4. Inform the Government accordingly.

Sd/-
(B. K. Thaly),
Presiding Officer,
Industrial Tribunal-
cum-Labour Court.

Notification

No. 28/1/2013-Lab/183

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 09-01-2013 in reference No. IT/36/07 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 17th April, 2013.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Smt. Bimba K. Thaly, Presiding Officer)

Ref. No. IT/36/07

Shri Devdatt V. Dangui,
Near Police Station,
Jogadyachi Hali,
Sankhali, Goa. ... Workman/Party I
V/s

M/s. Phil Corporation Ltd.,
Thivim Industries Estate,
Karaswada, Mapusa-Goa. ... Employer/Party II

Party I/Workman represented by Shri Subhash
Naik Jorge.

Party II/Employer represented by Adv. Shri P. J.
Kamat.

AWARD

(Passed on 9th January, 2013)

In exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), (for short 'The Act'), the Government of Goa by order dated 29-6-07 bearing No. 28-3-2007-LAB/644, has referred the following dispute for adjudication.

"(1) Whether, Shri Devdatt V. Dangui, Junior Officer-Technical, could be construed as "Workman" as defined under clause (s) of Section 2 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947)?

(2) If the answer to the issue No. (1) above is in the affirmative, then, whether the action of the management of M/s. Phil Corporation Limited, Thivim Industrial Estate, Karaswada, Mapusa, Bardez, Goa, in terminating the services of Shri Devdatt V. Dangui, with effect from 8-12-2001, is legal and justified?

(3) If the answer to issue No. (2) above is in the negative, then, to what relief the Workman is entitled?"

2. Upon receipt of the reference, IT/36/07 was registered. Notices were issued to both the parties under registered A/D post upon which both the parties were served. Party I filed the statement of claim at Exb. 6. Party II filed the written statement at Exb. 7. Rejoinder was filed by Party I at Exb. 13.

3. In the statement of claim it is the case of Party I that he was employed with Party II who is engaged in the manufacture of films, projectors, cameras, developing papers, services such as development of softwares, installation of ID machines, PPS machines etc. That he was employed as a Junior Officer-Technical with Party II. That he was employed since March, 1996, initially on six months probation and was confirmed on

1st September, 1996. At the time of termination he was working at Bicholim factory of Party II in maintenance department and he worked therefore over a year before the present termination of services. The duties performed by him are as under:

- a. He was checking camera parts and projector parts for defects and quality.
- b. He was producing films, namely, loading film cartridge on the machine, assembly the same on the machine for manufacturing of small film rolls for being sold.
- c. He would check the quality of the films produced.
- d. He would also do packing of films in plastic cans.
- e. At the time of his termination from service, he was in maintenance department. He would do maintenance of generators, compressors, telephones, electrical fittings, air conditioning etc. He was assigned the work of doing the maintenance work.

4. Vide letter dated 8-12-2001 the services of Party I were terminated with immediate effect without issuing him a charge-sheet prior to termination for having conducted misconduct. Party II also did not conduct an enquiry to find out whether Party I was guilty of having committed misconduct. That the principles of natural justice were not followed before terminating the services of Party I. It is stated that Party I was covered under the provisions of the standing orders of Party II. That being aggrieved, Party I addressed several letters to Party II to set aside the termination and finally raised the industrial dispute which ended in failure before the conciliation officer. It is stated that Party II did not comply with the provisions of Section 25F and 25G of the Act. It is therefore prayed to hold that the termination of Party I is illegal and unjustified and to reinstate him in service with full back wages and continuity of service. Party I has also prayed for grant of subsistence allowance of 50% wages pending adjudication, by way of interim relief.

5. In the written statement, the Party II has denied the case set up by Party I and has stated that the reference is not maintainable since there is a delay of five years in raising the dispute, that Party I is not a Workman defined u/s 2(s) of the Act and also because the factories of Party II at Tivim and Bicholim are closed from May, 2006 and the factory unit No. 2 at Valpoi has been closed from

July, 2006, which closure has been accepted by the Workman, staff and officers of the Party II and therefore no relief after the date of closure could be granted. It is further stated that Party II has been considered as a sick industrial company in terms of Sec. 3(1)(o) of the Sick Industrial Companies (Special Provisions) Act, 1985 (for short SICA). It is stated that when the reference is registered and the Board for Industrial and financial reconstruction has declared Party II as a sick industry, the provisions of Sec. 22 of SICA would be attracted. It is stated that Party I was employed as Junior Officer-Technical w.e.f. 1-9-96 vide appointment letter dated 1-9-96 and as a Junior Officer he was not a member of the Union as he was in supervisory cadre. That since the date of appointment his duties were to supervise the work of the Workmen working in the Technical and Maintenance section and his conditions of service, emoluments, benefits were all together different from the workers category. That all the jobs performed by the technicians namely electricians and fitters employed in the Technical and Maintenance section with the help of helpers were under the supervision of Party I who was a Junior Officer-Technical with Party II. It is stated that Party I had remained absent unauthorizedly w.e.f. 22-10-01 and he was issued a letter dated 29-10-01 for such absence and was advised to report for work immediately but he did not report and hence second letter dated 8-11-01 was sent to him. Though Party I received this letter, he did not report for work and continued to remain absent and hence further letter dated 21-11-01 was sent to him but still he did not report for work and continued to remain absent. Thus, the conduct of Party I showed that he was not interested in his appointment and therefore his services were terminated with immediate effect vide letter dated 8-12-01. It is stated that 30 days salary was sent to Party I in lieu of notice and he was advised to collect his dues, if any on production of clearance certificate as per Companies procedure on any working day but Party I did not report as advised nor disputed termination till 2003 and did not follow-up the grievance of his termination of service till 2006. It is stated that the standing orders of Party II govern only the Workmen categories and since Party I was in supervisory category he was not governed by the standing orders. Thus, amongst above and other grounds, Party II has prayed to reject the reference.

6. In the rejoinder Party I has denied the averments made by Party II in their written statement.

7. Based on the above averments, issues at Exb. 16 were framed on 7-10-08.

8. In the course of evidence, Party I, Shri Devdatt Dangui examined himself as witness No. 1 and Shri Atchutanand Kalangutkar as witness No. 2 and closed his case. On the other hand Party II examined Shri B. S. Sridhara as witness No. 1 and closed their case.

9. The representatives of both the parties filed written submissions as well as advanced oral arguments.

10. I have gone through the records of the case and have duly considered the submissions of both the learned representatives.

11. I am reproducing herewith the issues along with their findings and reasons thereof.

Sr. No.	Issues	Findings
1.	Whether the Workman/ /Party I proves that he was "Workman" as defined u/s 2(s) of the Industrial Disputes Act, 1947?	In the negative.
2.	Whether the Workman/ /Party I proves that the action of the Party II/ /Employer in terminating his services w.e.f. 08-12-2001 is illegal and unjustified?	In the negative.
3.	Whether the Employer/ /Party II proves that the present order of reference is bad in law as stated in para 2(c) of their written statement?	In the positive.
4.	Whether the Party I is entitled to any relief?	In the negative.
5.	What Award?	As per order below.

REASONS

12. *Issue No. 1* : It otherwise cannot be disputed that the burden to prove that he is a 'Workman' within the meaning of Section 2(s) of the Act is on the Party I. In the above context, Learned Advocate for Party II has rightly relied on the judgment in the case of **S. T. Galande v/s P. O. Hind Labour Court, Pune 2008 (I) CLR 656** in which the Hon'ble High Court of Bombay has observed as under:

"..... It is settled principle of law that the onus lies upon the Workman to prove that he satisfies

the essential ingredients of being a Workman and, therefore, could raise an industrial dispute....."

13. Lnd. Advocate for Party II has also relied upon the judgment in the case of **H.R. Adyanthaya and others v/s Sandoz (India) Ltd., 1994 II CLR 552** in which the constitutional bench of the Hon'ble Supreme Court has held as under;

"..... a person to be a Workman under the said act must be employed to do the work of any category v/z manual, unskilled, skilled, operational, clerical, supervisory (drawing less than Rs. 1,600/- p.m.) or technical. It is not enough that he is not covered by either by the four exceptions to the definition".

14. Thus, from the above settled proposition of law it becomes clear that the person claiming to be a "Workman" must come within the ambit of Section 2(s) of the Act. It is also clear that irrespective of the designation, it is the actual work done by the employee which is determinative of whether he falls within the scope of the definition of "Workman" under Section 2(s) of the Act and the burden to establish the same lies on the Workman.

15. Party I has in para 3 of his affidavit in evidence specified the duties performed by him which are of checking camera parts and projector parts for defects and quality, producing films, namely, loading film cartridge on the machine for manufacturing of small film rolls for being sold, check quality of the films produced, do packing of films in plastic cans, maintenance of generators, compressors, telephones, electrical fittings, air conditioning etc. In his cross-examination Party II has denied that Party I performed the above duties and suggested to Party I that the work of loading film cartridges on machines for manufacturing of small film rolls was done by the operators on the machines; that the work of quality of film checking was done by the checkers/testers appointed for that purpose; that the work of packing was done by the junior packers/packers appointed for that purpose; that the work of repairing and maintenance of the generators, compressors, air conditioning was done by the mechanics appointed for that purpose and that the work of repairing and maintenance of telephone and electrical fittings was done by the electricians appointed for that purpose.

16. Considering the law on the subject, which casts a duty on the person claiming to be a Workman u/s 2(s) of the Act, to prove as such, the question of Party II proving their above suggestion

would arise only if Party I succeeds in discharging the burden cast on him.

17. Party I has produced his letter of appointment dated 1-3-96 at Exb. W-1 wherein he has been appointed as a "Management Trainee". He has produced his letter of appointment as Junior Officer-Technical dated 1-9-96 at Exb. W-2. Both these letters do not mention the duties to be performed by Party I. No, Shri Atchutanand Kalangutkar has supported the case of Party I to the extent of the duties performed by Party I as per the statement of Party I, but even in such situation, such testimony of Shri Kalangutkar cannot be believed in the absence of any documentary evidence.

18. As pointed out above, Party I has not made any efforts to bring on record the required documentary evidence to describe the nature of duties performed by him, as a Workman, as on the date of termination of his services. In this context, learned representative Shri Subhash Naik George has contended that such relevant documentary evidence is in possession of Party II and therefore it was for Party II to have produced the same. I find no force in the above contention of learned representative Shri Subhash Naik George for the reasons that undoubtedly, the burden to prove that he is a Workman is on Party I and that too by adducing positive evidence and in case Party I was not in possession of the required documents towards its proof, it was for him to make application requesting the Court to direct Party II to produce those relevant documents or to notify Party II to produce these documents, which Party I has failed to do. Thus, it is apparent that no attempt has been made by Party I to establish the nature of duties performed by him as a "Workman". In the above context, I would rely on the judgment in the case of **U. P. State Electricity Board and another v/s Aziz Ahmad 2009 I CLR 690** the Workman in which case had claimed 'equal pay for equal work' on the basis of the contention that his post as 'Boiler overhauling Mechanic' is equivalent to the post of 'Boiler mistry'. This contention was accepted by the Tribunal and the Writ Petition filed by the employer was dismissed. However, the Apex Court held that the burden to prove that both the posts are equal was on the Workman. Apex Court observed as under:

" The aforesaid findings are incorrect and cannot be upheld. The burden prove that a particular fact is always on the person who alleges the same. In the present case it was the contention of the respondent-Workman, who

claimed that the job requirements, nature and responsibilities of the post of Boiler Mistry/Fitter are identical and similar with that of the Boiler Overhauling Mechanic. The burden, therefore, was on the Workman to prove and establish the aforesaid facts by leading cogent and reliable evidence. He was required to place documentary evidence in support of the same”.

19. That apart, as rightly pointed out by Lnd. Advocate for Party II that if Party II wanted that the Party I after appointment was to do the duties of Workman categories i.e. the one which Party I has stated in para 3 of his affidavit in evidence, then Party II would not have appointed Party I as Junior Officer and he would have been appointed as a worker.

20. It may also be mentioned here that in his cross-examination Party I has admitted that he was not the member of the Phil Corporation Ltd., Employees Union from the date of his appointment as management trainee till the date of his termination. He has also admitted that he was not governed by the certified standing orders of Party II from the date of his appointment till the date of his termination. He has admitted that he was not paid at any point of time by Party II as per the memorandum of settlement signed by Party II with its Union. It deserves to be noted that in the cross-examination of Shri Kalangutkar he was shown xerox copies of memorandum of settlement signed by Party II with the Phil Corporation Ltd., Employees Union on 31-7-01 and the same has been produced on record on Exb. E-4. He has admitted that annexure 1 to Exb. E-4 shows the categories of Workmen and their scale of pay and that the categories of Workmen starts from peon, helpers and coolies till selection grade. This document therefore substantiates the statement made by Party I that he was not paid at any point of time as per the memorandum of settlement. Party I has further admitted that at no point of time he demanded with Party II, to pay him the wages as per the settlement signed by Party II with its Union. He has further admitted that the pay scale which was made applicable to him was not as per the settlement signed by Party II with its Union. Thus, all the above factors go to indicate that Party I falls in non-Workmen category.

21. It is therefore clear from above discussion that Party I has failed to prove this issue and hence my findings.

22. *Issue No. 2:* Party I has stated that on 8-12-01 he was issued a letter of the same date wherein it

was mentioned that his services were terminated with immediate effect. He has also stated that at the time of termination no one months notice was given; that no retrenchment compensation was paid; that no leave wages was paid and the principle of last come first go was not followed. However, it is the specific case of Party II that Party I had remained absent unauthorizedly w.e.f. 22-10-01 due to which he was issued a letter dated 29-10-01 and was advised to report for work immediately but he did not report. It is further the case of Party II that Party I was then issued a letter dated 21-11-01 to report for duty and to explain his unauthorized absence but Party I did not report for work and continued to remain absent. It is the case of Party II that such conduct of Party I was clear to show that he was not interested in his employment and thereafter vide letter dated 8-12-01 Party II terminated the services of Party I with immediate effect and sent 30 days salary to Party I in lieu of notice and advised Party I to collect his dues, if any, on production of clearance certificate on any working day but Party I did not report to accounts section nor dispute the termination till 2003, till a lapse of one year and did not follow-up the grievance of his termination of service till 2006.

23. In his cross-examination Party I has admitted of having received a letter dated 8-11-01 sent to him by Party II under registered AD post and the same is produced at Exb. E-1 colly. It is stated in this letter that Party I did not report for duty w.e.f. 22-10-2001 and has remained absent without sanctioned leave and by letter dated 29-10-01 he was told to report on duty with immediate effect and he did not report nor intimate about his absence which amounted to misconduct on his part and thus by this letter he was called upon to report on duty immediately failing which he was told that necessary disciplinary action would be initiated against him. Party I was denied of having received letter dated 29-10-01 from Party II but has admitted that there is reference of this letter in the letter dated 8-11-01, which was received by him. Party I has stated that he did not enquire about the contents of the letter dated 29-10-01 subsequently at any point of time. He has admitted that by letter dated 8-11-01, Party II had directed him to report for duty with immediate effect and has voluntarily added that he had told his immediate superior about his absenteeism as at the relevant time his father had expired. Party I has further admitted his leave card for the year 2001 maintained by Party II and the same is produced at Exb. E-2. By referring to Exb. E-2 Party I has

stated that he had remained absent from duty from 22-10-01 since his father has expired 15 days prior to 22-10-01. He has admitted of having applied for one day casual leave on 9-7-01 on account of his father's death anniversary by further making it clear that as on 9-7-01 his father was not living.

24. It is pertinent to note that from the above contradictory statements made by Party I which are that somewhere in November, 2001 that his father had expired and also that as on 9-7-01 his father was not living it becomes clear that the statements made by Party I cannot at all be believed.

25. Party I has stated that he did not receive another letter dated 21-11-01 from Party II to report on duty with immediate effect but has admitted that the address shown in the AD card at Exb. E-1 colly is the correct address. He has denied the suggestion that he refused to accept a registered AD letter dated 21-11-01 sent to him by Party I on the same address. In the above context, it is worthwhile referring to the evidence of Shri B. S. Sridhara wherein he has stated that though the Party I received the letter dated 8-11-2001 on 12-11-01, he did not report for work and continued to remain absent without any cause and as such further dated 21-11-01 was sent to Party I to report for duty and to explain his unauthorized absence. He has even produced the said letter dated 21-11-2001 alongwith envelop with the postal remark "refused, returned to sender" at Exb. E-6 colly. Undoubtedly, the address on the envelop at Exb. E-6 colly is the same as on Exb. E-1 colly and therefore it becomes clear that Party I refused to accept the said letter dated 21-11-01 and being so his statement that he did not receive such letter is apparently an incorrect statement.

26. Party I has further denied of having received a registered AD letter dated 8-12-01 alongwith cheque of Rs. 5,600/- drawn on Canara Bank, Mapusa, Goa vide which Party II has terminated his services. It is however noted that Party I himself has produced the said letter on record at Exb. W-3 and when asked as to from where he has produced the said letter, Party I remained silent, giving an indication that the statements made by him are far from truth. Perusal of said letter at Exb. W-3 makes it clear that Party I was paid thirty days salary in lieu of notice and was told to collect the other dues, if any, on production of clearance certificate as per company's procedure on any working day.

27. It is apparent from records that the dispute was raised before the Asstt. Labour Commissioner,

Mapusa, Goa though the termination of services was done on 8-12-01, which means that the dispute was raised after a lapse of more than four years and Party I has not explained this delay.

28. Even for that matter, it becomes clear from discussion supra that Party I unauthorizedly remained absent w.e.f. 22-10-01 and did not report for work even after the letters dated 29-10-01, 8-11-01 and 21-11-01 which as rightly pointed out by the Lnd. Advocate for Party II, depicts that Party I was not interested in the job. Reference is made in the judgment in the case of **Bharat Sanchar Nigam Ltd. v/s B. M. Poojari and Ors. 2006 III CLR 82** in which it is observed that when the worker abandons his job and keeps mum by not taking any action for a period of about nine years and not ventilating the grievance clearly indicates that the worker had at that time no intention to continue with the service and on the contrary he had the intention to abandon the service and therefore in case of termination for abandonment Section 25F does not apply.

29. I have already pointed out above that Party I despite receipt letters from Party II to report for work, did not report and has not explained his unauthorized absence so also has not acted for four years after termination of his services and hence such behaviour of Party I makes it clear that he had no interest in working with Party II. Thus, the action of Party II in terminating the services of Party I with one months pay in lieu of notice, is legal and justified. Hence my findings.

30. *Issue No. 3:* In para 2 (c) of their written statement it is the contention of Party II that the factory of Party II is closed w.e.f. 5-5-2006 which closure has been accepted by the Workmen, staff and officers of the Party II and therefore no relief after the date of closure could be granted. In his rejoinder, Party I has denied the above averment made by Party II in para 2(c) of their written statement.

31. It may be mentioned here that provisions of Sections 25F and 25G of the Act would come into play only in case of the retrenchment of the Workman and not otherwise. The compensation to be given to the Workman in case of closing down of undertakings is as per Section 25FFF of the Act. The use of the expression "as if" in Section 25FFF (1) of the Act shows almost conclusively that the meaning of "retrenchment" is restrictive and does not in terms apply to the case of a bonafide closure of business, as the legislature has not sought to place the closure of an undertaking on

the same footing as retrenchment under Section 25F of the Act. This being the position of law and having accepted the closure by Party I, the question of compliance of Sections 25F and 25G of the Act, by Party II, does not arise.

32. In his evidence Shri B. S. Sridhara has reiterated the facts pleaded in para 2 (c) of the written statement and has produced at Exb. E-10 and Exb. E-11 copies of notices both dated 21-4-07 addressed to the Secretary to the Government of Goa, Department of Labour informing their decision to close down Bicholim and Thivim factories respectively and at Exb. E12 he has produced copy of letter dated 11-7-08 addressed to the Chief Inspector of Factories and Boilers on the subject of closure of their Valpoi unit and surrendering the factory license, but there has been no effective cross-examination of the said Shri B. S. Sridhara on the above subject being so, it is clear that Party II has succeeded in proving issue No. 2. Hence my findings.

33. In the cross-examination of Shri B. S. Sridhara, his authority to sign the written statement has been challenged however it is seen that no such averment has been made in the rejoinder to challenge the authority of Shri B. S. Sridhara to sign the written statement and consequently no issue has been framed on the said subject. Even otherwise, Shri B. S. Sridhara has produced at Exb. E-17 the copy of general power of attorney given to him by Party II to file/verify the written statement and other documents mentioned in clause 2 of the same and at Exb. E-18 he has produced the copy of resolution taken by the Board of Directors of Party II authorizing him to sign the relevant documents in all civil/criminal cases pending before various Courts. Thus, it is clear that the objection to the above effect raised by Party I merit no consideration.

34. *Issue No. 4:* In view of discussion supra, Party I is not entitled to any relief.

35. In the result, I pass the following:

ORDER

1. It is hereby held that Shri Devdatt V. Dangui, Junior Officer-Technical could not be construed as "Workman" as defined under clause (s) of Section 2 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).
2. It is hereby further held that the action of management of M/s. Phil Corporation Limited, Thivim Industrial Estate, Karaswada, Mapusa, Bardez, Goa, in terminating the services of Shri Devdatt V. Dangui, with effect from 8-12-2001 is legal and justified.

3. Party I, Shri Devdatt V. Dangui is therefore not entitled to any relief.

4. No order as to costs.

Inform the Government accordingly.

Sd/-
(B. K. Thaly),
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court.

Department of Law & Judiciary

Law (Establishment) Division

Order

No. 11/2/2011-LD/Estt (3)/696

Government of Goa is pleased to Constitute "Screening Committee" for the newly framed "Goa State Litigation Policy" formulated on the lines of National Litigation Policy under the Chairmanship of Law Secretary, Government of Goa, Joint Secretary (Law) and Under Secretary (Legal) as Member Secretary of the "Screening Committee" and one Officer from each of the Department to be nominated by Head of Department to be part of this Committee as Member, who shall make recommendation to the Ministry of Law (Government), after concurrence of the Learned Advocate General.

Special emphasis will be on identifying areas of core competence, domain expertise and areas of specialization as it cannot be assumed that all Lawyers are capable of conducting every form of Litigation smoothly and efficiently.

Hence, those persons whose names are recommended by the Screening Committee for inclusion on the Panel are requested to be extra careful while making such recommendations and to take utmost care to check their credentials of those recommendation/s made with particular reference, to legal knowledge and integrity of the individual. In this connection, may refer Chapter III (B) of the Policy which is hosted on the web site at [goa.gov.in/Government/Order & Circulars/Select Department/Law](http://goa.gov.in/Government/Order%20&%20Circulars/Select%20Department/Law) while making recommendation on the Panel.

By order and in the name of the Governor
of Goa.

Vasanti H. Parvatkar, Under Secretary, Law (Estt.)
Porvorim, 29th April, 2013.

Order

File No. 9-18-2004-LD(Estt)/Part-II(32)/708

Whereas, the Government vide Notification No. 9-18-2004-LD(Estt.)/part-II(32)/607 dated 20-05-2009, published in the Official Gazette, Series II No. 10 dated 04-06-2009, appointed Shri Kusta (Krishnakant) Hari Bhosle, Advocate, as a Notary for a period of five years with effect from 20-5-2009 for the area of Bardez taluka (hereinafter called as the "Notary");

And Whereas, the Government received a complaint dated 12-12-2012 from Shri Gajanan Datta Phadte, 898, Nila Niwas, Alto Torda, Alto, Porvorim, Goa against the Notary, containing allegations of misconduct by the Notary (hereinafter referred to as the "said Complaint");

And Whereas, pursuant to the receipt of the said Complaint, the Government directed the Competent Authority to enquire into the said Complaint and to furnish the inquiry report within a period of 8 years;

And Whereas, the Competent Authority conducted an enquiry in the matter by carrying out surprise inspection of the office of the Notary situated at Halliwada, Penha de France, Bardez-Goa;

And Whereas, during such enquiry and inspection, the Competent Authority noticed the following discrepancies in the office of the Notary, namely:—

- (i) the fees chart is not displayed in his cabin but is displayed in another room outside the cabin;
- (ii) the Notary Register is maintained but in some cases the notarial acts are not mentioned in the register; and
- (iii) non-submission of the annual returns for the year 2012,

and accordingly, the Competent Authority furnished the enquiry report to the Government (hereinafter referred to as the "said Enquiry Report");

And Whereas, the Government considered the said Enquiry Report and issued a show cause notice bearing No. 8-40-2012-LD(Estt)/279 dated 22-02-2013 to the Notary calling upon him to show cause as to why action as deemed fit as per Notaries Act should not be initiated against him for violating the provisions of the Notaries Act, 1952 (53 of 1952) and the Notaries Rules, 1956, within a period of two weeks from the receipt of

the show cause notice (hereinafter referred to as the "said Show Cause Notice");

And Whereas, in response to the said show cause notice, the Notary filed his reply dated 14-03-2013 (hereinafter referred to as the "said Reply");

And Whereas, the Government after considering the said Reply of the Notary and Report of the Competent Authority has decided to let off the Notary with a warning, considering the nature and gravity of the misconduct of the Notary proved;

Now, Therefore, in pursuance of rule 13(12)(b)(iii) of the Notaries Rules, 1956, the Government of Goa hereby lets off the Notary, Shri Kusta (Krishnakant) Hari Bhosle, with a warning, considering the nature and gravity of the misconduct of the notary proved.

Further, Shri Kusta (Krishnakant) Hari Bhosle, Notary is hereby warned to scrupulously comply with the provisions of the Notaries Act, 1952 (53 of 1952) and the Notaries Rules, 1956, failing which strict disciplinary action shall be initiated against him.

By order and in the name of the Governor of Goa.

Pramod V. Kamat, Law Secretary.

Porvorim, 8th May, 2013.

Order

No. 11/2/2011-LD/Estt(2)

Sub: Constitution of State Empowered Committee.

The Goa State Litigation Policy is based on the recognition that Government and its various agencies are the predominant litigants in Courts and Tribunals in this State. Its aim is to transform Government into an Efficient and Responsible litigant. This policy is also based on the recognition that it is the responsibility of the Government to protect the rights of citizens, to respect fundamental rights and those in charge of the conduct of Government litigation.

Therefore, Government of Goa is pleased to Constitute State Empowered Committee to look into proper implementation of the Policy formulated on lines of the National Litigation Policy to make sure and monitor the Policy and to ensure that all relevant data are sent by the Nodal

Officers and Heads of Departments to the State Empowered Committee (SEC) so as to forward a comprehensive Report to the Ministry of Law (Government).

State Empowered Committee should be responsible to receive and deal with suggestions and complaints including from litigants and Government departments and take appropriate measures in consultation with the District Committee, if so desired, and to eliminate unnecessary litigation.

The Committee shall consist of the following:

- | | |
|-----------------------------|-----------------------|
| 1. Ld. Advocate General | ... Chairman. |
| 2. Advocate Sanjay Usgaocar | ... Member. |
| 3. Advocate Joseph Vaz | ... Member. |
| 4. Advocate Mahesh Sonak | ... Member. |
| 5. Mrs. Vaidehi V. Naik | ... Member. |
| 6. Law Secretary | ... Member Secretary. |

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary, Law (Estt.).
Porvorim, 29th April, 2013.

Order

File No. 8/33/2005-LD(Estt)/Part-I/704

The Government of Goa is pleased to order the transfer and posting of the following Civil Registrar-cum-Sub-Registrars Group "B" Gazetted Officers of Registration Department, with immediate effect, in the public interest:

Sr. No.	Name of the officer	Present posting	Transferred as
1	2	3	4
1.	Smt. Dominica T. Furtado e Souza	Civil Registrar-cum-Sub-Registrar, Ponda	Civil Registrar-cum-Sub-Registrar, Ilhas.
2.	Smt. Shobana Chodankar	Civil Registrar-cum-Sub-Registrar, Mormugao	Civil Registrar-cum-Sub-Registrar, Sanguem.
3.	Shri Hanu-mant Dessai	Civil Registrar-cum-Sub-Registrar, Bardez	Civil Registrar-cum-Sub-Registrar, Ponda.

1	2	3	4
4.	Smt. Ana Joaquina Cecilia Braganza e Mendes	Civil Registrar-cum-Sub-Registrar, Sanguem	Civil Registrar-cum-Sub-Registrar, Mormugao

By order and in the name of the Governor of Goa.

R. K. Halankar, Under Secretary, Law (Estt.).
Porvorim, 7th May, 2013.

Notification

No. 11/2/2011-LD/Estt/714

Government has constituted "Screening Committee" for the newly framed "Goa State Litigation Policy" formulated on the lines of National Litigation Policy is hereby published for General Information of the Public.

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary, Law (Estt.).
Porvorim, 9th May, 2013.

Notification

No. 11/2/2011-LD/Estt/715

Government has Constituted State Empowered Committee to monitor the implementation of "Goa State Litigation Policy" formulated on the lines of the National Litigation Policy is hereby published for general information of the public.

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary, Law (Estt.).
Porvorim, 9th May, 2013.

Department of Personnel

Order

File No. 6/13/2013-PER

The ad hoc appointment of the following officers in Junior Scale of Goa Civil Service, is extended further for the period indicated against their names or till the appointment is made on regular basis, whichever is earlier:

Sr. No.	Name of Officer	Ad hoc appointment extended upto
1.	Smt. Maya Pednekar	23-05-2013 to 22-05-2014.
2.	Smt. Bhushan K. Savoikar	23-05-2013 to 22-05-2014.
3.	Smt. Sheru Appa Shirodkar	23-05-2013 to 22-05-2014.
4.	Smt. Varsha Naik	23-05-2013 to 22-05-2014.
5.	Smt. Anju S. Kerkar	23-05-2013 to 22-05-2014.
6.	Shri Gourish Kurtikar	23-05-2013 to 22-05-2014.
7.	Shri Brijesh D. Manerkar	23-05-2013 to 22-05-2014.
8.	Smt. Sushma D. Kamat	23-05-2013 to 22-05-2014.
9.	Smt. Maria S. D'Souza	23-05-2013 to 22-05-2014.
10.	Shri Santosh S. Kundaikar	23-05-2013 to 22-05-2014.
11.	Shri Arvind B. Khutkar	23-05-2013 to 22-05-2014.
12.	Shri Pipi T. Murgaonkar	23-05-2013 to 22-05-2014.
13.	Shri Sagun R. Velip	23-05-2013 to 22-05-2014.
14.	Smt. Shanti Makwana Harding	12-04-2013 to 11-04-2014.
15.	Shri H. A. Ali	12-04-2013 to 31-03-2014 (till the date of retirement).

This is issued with the approval of GPSC conveyed vide their letter No. COM/II/11/42(5)/2012/181 dated 24-04-2013.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 30th April, 2013.

Order

File No. 7/2/99-PER(PF-III)

Governor of Goa is pleased to depute Shri V. P. Rao, I.A.S. to officially visit Delhi to pursue the

pending matters of Government of Goa in various Ministry and accordingly submit weekly progress report to Hon'ble Chief Minister, Hon'ble Minister to P.W.D. and Principal Secretary (P.W.D.) till 31st May, 2013.

By order and in the name of the Governor of Goa.

Siddhi Halarnakar, Under Secretary (Personnel-II).

Porvorim, 7th May, 2013.

Corrigendum

No. 22/8/2005-PER

Read: Order No. 22/08/2005-PER dated 20-03-2013.

In the above referred Order in 1st para last line shall be read as "with effect from 08-04-2013" instead of 30-03-2013.

By order and in the name of the Governor of Goa.

Siddhi Halarnakar, Under Secretary (Personnel-II).

Porvorim, 23rd April, 2013.

Corrigendum

File No. 6/3/89-PER

Read: Order No. 6/3/89-PER dated 28-03-2013.

The date indicated as "01-04-2013 (A.N.)" in the third line of the above cited Order dated 28-03-2013, be corrected and read as "01-04-2012 (B.N.)".

By order and in the name of the Governor of Goa.

Siddhi Halarnakar, Under Secretary (Personnel-II).

Porvorim, 2nd May, 2013.

Department of Public Health

Order

No. 46/1/2006-I/PHD

Government is pleased to transfer the following Health Officers under Directorate of Health Services and post at the places indicated against each of their names:

Sr. No.	Name of the doctor	Present place of posting	Transferred and posted at
1.	Dr. Flavio Furtado	Community Health Centre, Cansarvanem	STD Clinic, North District Hospital, Mapusa.
2.	Dr. Doreen Noronha	STD Clinic, North District Hospital, Mapusa	Community Health Centre, Cansarvanem.
3.	Dr. Anant Palekar	NVBDCP, Panjim	Primary Health Centre, Siolim.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Addl. Secretary (Health).

Porvorim, 17th April, 2013.

Order

No. 22/3/2000-I/PHD

Read: Memorandum No. 22/3/2000-I/PHD dated 30-05-2012.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/24(6)/89-2000/Vol.I/414 dated 14-03-2012, Government is pleased to appoint Dr. Raghoba Tucaram Gaonkar, to the post of Junior Physician (Group "A" Gazetted) in the Pay Band—3, ₹ 15,600-39,100+5,400/- (Grade Pay) under the Directorate of Health Services, Panaji with immediate effect as per the terms and conditions contained in the Memorandum cited above.

Dr. Raghoba Tucaram Gaonkar shall be posted at Sub-District Hospital, Ponda (but shall be working at Community Health Centre, Valpoi).

Dr. Raghoba Tucaram Gaonkar shall be on probation for a period of two years.

He has been declared medically fit by the Medical Board. The appointment is made subject to the verification of his character and antecedents. In the event of any adverse matter noticed by the Government on verification of character and antecedents, his services shall be terminated.

By order and in the name of the Governor of Goa.

Anju S. Kerkar, Under Secretary (Health-II).

Porvorim, 26th April, 2013.

Order

No. 47/53/2010-I/PHD

Read: Order No. 47/53/2010-I/PHD dated 29-04-2013.

Consequent upon ad hoc promotion of Dr. M. Mohandas, Chief Medical Officer to the post of Deputy Director (Public Health), Dr. M. Mohandas is posted at Sub-District Hospital, Ponda as "Medical Superintendent-cum-Deputy Director".

By order and in the name of the Governor of Goa.

D. G. Sardessai, Addl. Secretary (Health).

Porvorim, 30th April, 2013.

Order

No. 4/1/2003-II/PHD/PF.II

Read: Memorandum No. 4/1/2003-II/PHD/PF.II dated 09-04-2013.

On the recommendation of the Goa Public Service Commission conveyed vide their No. COM/I/5/30(2)/93-2010/Vol.I/405 dated 26-03-2013, Government is pleased to appoint Dr. Maria Flora Nandini D'Almeida, to the post of Assistant Lecturer in the Department of Anatomy in Goa Medical College, Bambolim on temporary basis in the Pay Band—3, ₹ 15,600-39,100+Grade Pay of ₹ 5,400/- with immediate effect and as per the terms and conditions contained in the Memorandum cited above.

Dr. Maria Flora Nandini D'Almeida shall be on probation for a period of two years.

Dr. Maria Flora Nandini D'Almeida has been declared medically fit by the Medical Board.

The appointment is made subject to the verification of her character and antecedents. In the event of any adverse remarks noticed by the Government on verification of her character and antecedents, her services will be terminated.

The appointment is made against the vacancy occurred due to promotion of Dr. Medora Celine Dias, Assistant Lecturer to the post of Lecturer vide Order No. 4/1/2003-II/PHD/PF.II dated 06-09-2012.

By order and in the name of the Governor of Goa.

Sangeeta S. Rawool, Under Secretary (Health).

Porvorim, 3rd May, 2013.

Order

No. 4/3/2008-IV/PHD

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/12/14(3)/2013/31 dated 26-04-2013, Government is pleased to declare Dr. Praveen S. Kumar, Lecturer, Department of Oral Surgery, Goa Dental College and Hospital, as having completed satisfactorily his probation period of one year with immediate effect, and also to confirm him in the said post of Lecturer in the Department of Oral Surgery, Goa Dental College and Hospital, Bambolim-Goa.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Additional Secretary (Health).
Porvorim, 3rd May, 2013.

Order

No. 4/3/2008-IV/PHD

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/12/14(4)/2013/34 dated 26-04-2013, Government is pleased to declare Dr. Aradhana Hede, Lecturer, Department of Prosthodontics and Crown & Bridge, Goa Dental College and Hospital, as having completed satisfactorily her probation period of one year with immediate effect and also to confirm her in the said post of Lecturer in the Department of Prosthodontics and Crown & Bridge, Goa Dental College & Hospital, Bambolim-Goa.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Additional Secretary (Health).
Porvorim, 3rd May, 2013.

Order

No. 45/2/2006-I/PHD

Read: Memorandum No. 45/2/2006-I/PHD dated 14-03-2013.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/24(5)/98-09/Vol. II/329 dated 08-02-2013, Government is pleased to appoint Dr. Krupa Vaman Jog, to the post of Senior Pathologist (Group "A" Gazetted) in the Pay Band—3, ₹ 15,600-39,100+6,600/- (Grade Pay) under the Directorate

of Health Services, Panaji with immediate effect as per the terms and conditions contained in the Memorandum cited above.

Dr. Krupa Vaman Jog shall be posted at Sub-District Hospital, Ponda.

Dr. Krupa Vaman Jog shall be on probation for a period of two years.

Her character and antecedents have been verified by the District Magistrate, North Goa District, Panaji-Goa and she has also been declared medically fit by the Medical Board at the time of his appointment as Junior Pathologist on regular basis under Directorate of Health Services.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Addl. Secretary (Health).
Porvorim, 8th May, 2013.

Order

No. 2/8/2009-II/PHD

Government has accepted the resignation tendered by Dr. Antonio Joao Aaron Xavier De Souza, Assistant Professor, Department of Neurology, Goa Medical College, Bambolim-Goa vide letter dated 05-04-2013, and he stands relieved from the said post w.e.f. 05-05-2013 (a.n.).

By order and in the name of the Governor of Goa.

Sangeeta S. Rawool, Under Secretary (Health).
Porvorim, 9th May, 2013.

Order

No. 6/1/2011-III/PHD(Part)

Read: (1) Order No. 6/1/2011-III/PHD(Part) dated 22-09-2011.

(2) Order No. 6/9/2002-III/PHD dated 10-05-2013.

Consequent upon ad hoc promotion of Dr. Maria Yvonne de Silva Pereira, Associate Professor to the post of Professor in Psychiatry, Institute of Psychiatry & Human Behaviour read vide order at preamble (2), Dr. Shilpa V. Waikar alias Kerkar, Assistant Professor in Psychiatry, Institute of Psychiatry & Human Behaviour, Bambolim-Goa shall hold the charge of Medical Superintendent of Institute of Psychiatry & Human Behaviour, Bambolim-Goa in addition to her own duties, until

further orders, thereby relieving Dr. Yvonne de Silva Pereira, of the additional charge.

By order and in the name of the Governor of Goa.

Sangeeta S. Rawool, Under Secretary (Health).
Porvorim, 10th May, 2013.

Order

No. 6/9/2002-III/PHD

Government is pleased to promote Dr. Maria Yvonne D'Silva Pereira, Associate Professor in Psychiatry to the post of Professor in Psychiatry in Institute of Psychiatry & Human Behaviour Bambolim on ad hoc basis in the pay scale of Pay Band—4, ₹ 37,400-67,000+GP ₹ 8,700/- and other allowances admissible as per rules, for an initial period of one year or till the post is filled on regular basis, whichever is earlier.

The said ad hoc promotion is made against the vacancy occurred due to retirement of Dr. Hirabai A. Borkar on 28-02-2013.

The above ad hoc promotion shall not bestow on her any claim for regular appointment or the service rendered by her on ad hoc basis in the grade shall not count for the purpose of seniority in the grade for eligibility for promotion to the next higher grade, if any.

By order and in the name of the Governor of Goa.

Sangeeta S. Rawool, Under Secretary (Health).
Porvorim, 10th May, 2013.

Certificate

No. 45/1/2004-I/PHD

Read: Government Order No. 45/1/2004-I/PHD dated 15-10-2012.

Certified that the character and antecedents of Dr. Madhavi Rajaram Mahambrey, Junior Radiologist (Group "A" Gazetted) under the Directorate of Health Services has been verified by the District Magistrate, North Goa District, Panaji-Goa and nothing adverse has come to the notice of the Government.

She has also been declared medically fit by the Medical Board, Goa Medical College, Bambolim.

Anju S. Kerkar, Under Secretary (Health-II).
Porvorim, 8th May, 2013.

Certificate

No. 45/3/2009-I/PHD

Read: Government Order No. 45/3/2009-I/PHD dated 10-12-2012.

Certified that the character and antecedents of Dr. Madhumita Tripathy, Junior Gynaecologist (Group "A" Gazetted) under the Directorate of Health Services has been verified by the District Magistrate, North Goa District, Panaji-Goa and nothing adverse has come to the notice of the Government.

She has also been declared medically fit by the Medical Board, Goa Medical College, Bambolim.

Anju S. Kerkar, Under Secretary (Health-II).
Porvorim, 8th May, 2013.

Certificate

No. 44/13/2013-I/PHD

Read: Government Order No. 22/3/2000-I/PHD dated 26-04-2013.

Certified that the character and antecedents of Dr. Raghoba Tucaram Gaonkar, Junior Physician (Group "A" Gazetted) under the Directorate of Health Services has been verified by the District Magistrate, North Goa District, Panaji-Goa and nothing adverse has come to the notice of the Government.

He has also been declared medically fit by the Medical Board, Goa Medical College, Bambolim.

Anju S. Kerkar, Under Secretary (Health-II).
Porvorim, 8th May, 2013.



Department of Public Works

Office of the Principal Chief Engineer

Addendum

No. 34/4/2013/PCE-PWD-ADM(II)/07

- Read: (1) Government Order No. 34/4/2013/PCE-PWD-ADM(II)/427 dated 01-04-2013.
(2) Government Order No. 34/4/2013/PCE-PWD-ADM(II)/444 dated 16-04-2013.
(3) Government Order No. 34/4/2013/PCE-PWD-ADM(II)/445 dated 17-04-2013.

The following words shall be added after the words "minimum of PB—4, ₹ 37,400-67,000+G.P. 10,000" of the last para of the Orders referred to above:

"in relaxation of Government of India Order (2) below FR-35".

By order and in the name of the Governor of Goa.

J. J. S. Rego, Principal, Chief Engineer & ex officio Addl. Secretary (PWD).

Panaji, 10th May, 2013.

Department of Revenue

Order

No. 22/12/2011-RD

Whereas, the Government of Goa, vide Notification No. 22/12/2011-RD dated 19-08-2011, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II No. 21 dated 25-08-2011, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for construction of Sports Village at Mandrem in Pernem Taluka for hosting of the 36th National Games, 2014 (hereinafter referred to as the "said public purpose");

And Whereas, the Government of Goa, considered the report made by the Collector under sub-section (2) of Section 5A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 22/12/2011-RD dated 26-09-2012, issued under Section 6 of the said Act and published in the Official Gazette, Series II No. 27 dated 04-10-2012, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, North Goa District,

Panaji-Goa, to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

Anju S. Kerkar, Under Secretary (Revenue-I)/Link.

Porvorim, 6th May, 2013.

Order

No. 22/10/2011-RD

Whereas, the Government of Goa, vide Notification No. 22/10/2011-RD dated 28-11-2011, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II No. 35 dated 01-12-2011, and subsequent Corrigendum No. 22/10/2011-RD dated 09-01-2012 and published in the Official Gazette, Series II No. 43 dated 27-01-2012, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition in the property surveyed under Survey No. 104/1, 3, 4, 5, 7, 8(Part), 9(Part) and 10(Part) of Pilerne Village for development of playground (hereinafter referred to as the "said public purpose");

And Whereas, the Government of Goa, considered the report made by the Collector under sub-section (2) of Section 5A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 22/10/2011-RD dated 14-01-2013, issued under Section 6 of the said Act and published in the Official Gazette, Series II No. 43, dated 24-01-2013, and subsequent Corrigendum No. 22/10/2011-RD dated 04-03-2013 and published in the Official Gazette, Series II No. 50 dated 14-03-2013, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, North Goa District, Panaji-Goa, to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

Anju S. Kerkar, Under Secretary (Revenue-I)/Link.

Porvorim, 14th May, 2013.

Notification

No. 22/15/2011-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose, viz. Land Acquisition for the construction of Telephone Exchange at Cavelossim, Salcete Taluka.

Now, therefore, the Government hereby notifies under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of Section 3 of the said Act, the Deputy Collector (LA), South Goa District, Margao-Goa, to perform the functions of a Collector, South Goa District, Margao-Goa, under the said Act in respect of the said land.

5. The Government also authorizes under sub-section (2) of Section 4 of the said Act, the following Officers to do the acts, specified therein in respect of the said land.

1. The Collector, South Goa District, Margao-Goa.

2. The Deputy Collector (LA), South Goa District, Margao-Goa.
3. The Assistant General Manager (Bldgs.), BSNL, Office of the General Manager Telecom-Goa.
4. The Director of Settlement and Land Records, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the Office of the Deputy Collector (LA), South Goa District, Margao-Goa for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

<i>Taluka:</i> Salcete		<i>Village:</i> Cavelossim
Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
112/1	1. Comunidade of Cavelossim.	1000
<i>Boundaries :</i>		
North : S. No. 112/4.		
South : S. No. 112/1.		
East : S. No. 112/1.		
West : S. No. 112/1.		
		Total: 1000

By order and in the name of the Governor
of Goa.

Anju S. Kerkar, Under Secretary (Revenue-I)/Link.
Porvorim, 14th May, 2013.

**Department of Urban Development**

Directorate of Municipal Administration

Notification

No. LSG/MUN/3182/68-C/PW&UD/468

Read: Government Notification No. LSG/
/MUN/3182/68-C/PW&UD/1327 dated
31st August, 2007.

In exercise of the powers conferred by sub-
section (3) of Section 71 of the Goa Municipalities

Act, 1968 (Act 7 of 1969) hereinafter called the 'said Act'), and in supersession of the Government Notification No. LSG/MUN/3182/68-C/PW&UD/1327 dated 31st August, 2007, published in the Extraordinary Gazette, Series II No. 22 dated 31-08-2007, the Government of Goa hereby appoints Shri Satish B. Desai as the Additional Director of Urban Development, for the purposes of the said Act, with effect from 25-02-2013.

He shall have jurisdiction over the whole of the State of Goa and shall exercise all the powers of the Director of Urban Development during the absence of the Director.

By order and in the name of the Governor of Goa.

Sd/- (Parimal Rai), Principal Secretary (Urban Development).

Panaji, 15th May, 2013.

Notification

No. LSG/MUN/3182/68-C/PW&UD/469

Read: Government Notification No. LSG/MIN/3182/68-C/PW&UD/2648 dated 14-02-2012.

In exercise of the powers conferred by clause (11) of Section 2 read with sub-section (1) of Section 71 of the Goa Municipalities Act, 1968 (Act 7 of 1969) (hereinafter called the 'said Act'), and in supersession of the Government Notification No. LSG/MIN/3182/68-C/PW&UD/2648 dated 14-02-2012, published in the Official Gazette, Series II No. 46 dated 16-02-2012, the Government of Goa hereby appoints Shri Elvis P. Gomes as the Director of Urban Development, for the purposes of the said Act, with effect from 21-03-2013.

By order and in the name of the Governor of Goa.

Sd/- (Parimal Rai), Principal Secretary (Urban Development).

Panaji, 15th May, 2013.

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